

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF 1 Pages	
2. CONTRACT NO.		3. SOLICITATION NO. TIRNO-04-R-00001		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 5/4/04	
7. ISSUED BY INTERNAL REVENUE SERVICE OFFICE OF PROCUREMENT, SUITE 500 6009 OXON HILL ROAD, CONSTELLATION CENTRE OXON HILL, MD 20745		CODE IRS0088		6. REQUISITION/PURCHASE			
8. ADDRESS OFFER TO (If other than Item 7)							

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and See L.8. copies for furnishing the supplies or services in the Schedule will be received at the place spelled out in Item 8, or if handcarried, in the depository located in Section L.5.2 until 2:00PM local time June 18, 2004.

(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME Donald Chauncey		B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE 202		NUMBER 283-1223		EXT.		C. E-MAIL ADDRESS Awss.tce@irs.gov	
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type of Print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()					
23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

C.3.3.1.1 Interface to Local Government Equipment, as Required

The Contractor shall operate and manage all hardware and software components up to the demarcation point depicted in Figure C-2.

The Contractor shall provide one or more 10/100 Mbps or 1/10 Gbps Ethernet interface(s) to interface with the Government interface equipment in accordance with local requirements at each site. Prior to the actual installation the Contractor shall determine requirements for space and power for supporting the CPE at each TCE site. However, the Contractor shall comply with Government's physical plant requirements, such as physical space, rack space, power, and HVAC for installing the CPE at the TCE sites. In addition, the Contractor shall provide all equipment and accessories required to install and maintain the CPE at all TCE sites. This shall include, but is not limited to racks, cables, tools, etc.

The Contractor shall label and run cable according to Government guidelines in locations where a cable extension is required to connect a TCE circuit to the Government-specified demarcation point. The Contractor shall follow Government guidelines and local procedures to access, install and maintain all TCE equipment at all locations.

C.3.3.1.2 Provide Public IP Addresses and Support Legacy Protocols

The Contractor shall provide public IP addresses as required to support TCE managed network services. The Contractor shall not require the Government to renumber their current IP addressing scheme to take advantage of any present or future service offerings.

The Contractor shall provide support for all legacy protocols required by the Government. This shall include support for the following protocols at a minimum:

Table C-2: Legacy Protocols

Network Protocols	Routing Protocols
IP	OSPF
Novell IPX	RIP
SNA	Other Legacy Protocols
X.25	BGP

C.3.3.1.3 Provide Class Of Services and Meet End-To-End SLAs

The Government has designated all TCE sites as belonging to one of the three categories with each category of site requiring a different availability as follows:

- a) Category-1 Sites require $\geq 99.99\%$ availability
- b) Category-2 Sites require $\geq 99.9\%$ availability
- c) Category-3 Sites require $\geq 99.0\%$ availability

The Government has identified three CoS types for various traffic types. Table C-3, summarizes the demarc-to-demarc SLA parameters, [latency or round-trip time (RTT), jitter, and packet loss], associated with each CoS. Section F provides the definition, performance measures, and measurement mechanisms for the CoS SLA parameters. Each site will have a

SOLICITATION NO. TIRNO-04-R-00001
PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION F – DELIVERIES OR PERFORMANCE

Table F-3a: Monthly Program-Level Performance Measures (Cont.)

Performance Measure	Definition and/or Calculation	Functional Area	Measurement Mechanism	SLA	Threshold	Section C Ref.																																
Invoice Error Rate	The % of site invoices that the Contractor submits without errors.	Billing and Invoicing	The Contractor shall maintain documentation showing the amounts invoiced each month, as well as the eventually approved and paid invoices. Government Method: 100% Inspection	The Contractor shall invoice the Government for the correct charges on at least 98% of invoices.	<table><tr><td>Meets:</td><td>≥ 98% of time</td></tr><tr><td>Unsat:</td><td>< 98% of time</td></tr></table>	Meets:	≥ 98% of time	Unsat:	< 98% of time	C.3.2.4																												
Meets:	≥ 98% of time																																					
Unsat:	< 98% of time																																					
Internet Access Service Availability	The % of time that the Contractor maintains connectivity between each TCE CPE-configured logical or physical circuit and the Internet (TCE gateway router).	Technical	The Contractor shall maintain documentation from the automated 1500 byte 'Ping' script, showing service interruptions each month. Government Method: Random Sampling, IV&V	The Contractor shall maintain monthly Internet access service to the Government at 99.999% availability.	<table><tr><td></td><td>≥ 99.999%</td></tr></table>		≥ 99.999%	C.3.1.3																														
	≥ 99.999%																																					
Internet Access Latency	The % of the time that the Contractor maintains a monthly average roundtrip delay of, at most, 150 milliseconds for random packets from TCE site CPEs to the Internet.	Technical	The Contractor shall maintain documentation from the automated 1500 byte 'Ping' script, showing the latency each month. Government Method: Random Sampling, IV&V	The Contractor shall maintain internet access service to the Government at a latency of no greater than 150 ms, at least 98% of the time.	<table><tr><td>Meets:</td><td>≤ 150ms, 98% of the time</td></tr><tr><td>Unsat:</td><td>> 150 ms, 98% of the time</td></tr></table>	Meets:	≤ 150ms, 98% of the time	Unsat:	> 150 ms, 98% of the time	C.3.1.3																												
Meets:	≤ 150ms, 98% of the time																																					
Unsat:	> 150 ms, 98% of the time																																					
Mean Time to Repair (MTTR)	The % of the time the Contractor completes repairs within the designated 4-hour deadline (calculated from opening of a trouble ticket to its closure).	Help Desk	The Contractor shall maintain documentation from Contractor Automated Trouble Ticket Reporting. Government Method: Periodic Inspections, IV&V	The Contractor shall resolve trouble tickets for any site service outage at: Cat.1 Sites: = 4 hrs - ≥ 90% of time for ≤ 20 calls/mo - ≥ 95% of time for > 20 calls/mo Cat. 2 Sites: = 4 hrs - ≥ 85% of time for ≤ 20 calls/mo - ≥ 90% of time for > 20 calls/mo Cat. 3 Sites: = 4 hrs - ≥ 80% of time for ≤ 20 calls/mo - ≥ 85% of time for > 20 calls/mo	<table><tr><td colspan="4">For ≤ 20 Calls/Month</td></tr><tr><td></td><td>Cat.-1</td><td>Cat.-2</td><td>Cat.-3</td></tr><tr><td>Meets:</td><td>= 90%</td><td>= 85%</td><td>= 80%</td></tr><tr><td>Unsat:</td><td>< 90%</td><td>< 85%</td><td>< 80%</td></tr><tr><td colspan="4">For > 20 Calls/Month</td></tr><tr><td></td><td>Cat.-1</td><td>Cat.-2</td><td>Cat.-3</td></tr><tr><td>Meets:</td><td>= 95%</td><td>= 90%</td><td>= 85%</td></tr><tr><td>Unsat:</td><td>< 95%</td><td>< 90%</td><td>< 85%</td></tr></table>	For ≤ 20 Calls/Month					Cat.-1	Cat.-2	Cat.-3	Meets:	= 90%	= 85%	= 80%	Unsat:	< 90%	< 85%	< 80%	For > 20 Calls/Month					Cat.-1	Cat.-2	Cat.-3	Meets:	= 95%	= 90%	= 85%	Unsat:	< 95%	< 90%	< 85%	C.3.2.6
For ≤ 20 Calls/Month																																						
	Cat.-1	Cat.-2	Cat.-3																																			
Meets:	= 90%	= 85%	= 80%																																			
Unsat:	< 90%	< 85%	< 80%																																			
For > 20 Calls/Month																																						
	Cat.-1	Cat.-2	Cat.-3																																			
Meets:	= 95%	= 90%	= 85%																																			
Unsat:	< 95%	< 90%	< 85%																																			
Help Desk Call Answer Time	The % of the time that the help desk answers trouble calls within 60 seconds.	Help Desk	The Contractor shall print out and maintain reports from Contractor Automated Trouble Ticket Reporting. Government Method: Random Sampling, Periodic Inspection	Help Desk personnel shall answer trouble calls within 60 seconds, 80% of the time.	<table><tr><td>Meets:</td><td>= 80% answered in 60 seconds or less</td></tr><tr><td>Unsat:</td><td>< 80% answered in 60 seconds or less</td></tr></table>	Meets:	= 80% answered in 60 seconds or less	Unsat:	< 80% answered in 60 seconds or less	C.3.2.6																												
Meets:	= 80% answered in 60 seconds or less																																					
Unsat:	< 80% answered in 60 seconds or less																																					

F.4 Annual Scorecard Methodology

The following sections represent the second tier of the two-tiered incentive schema. The second tier links annual Contractor performance on a balanced scorecard to the awarding of option years on the contract. The Annual Scorecard **comprises 14 performance measures**, which will be used to assess the Contractor's performance.

F.4.1 Determination of Option Years

The points scored on each monthly scorecard, in addition to results of a customer survey, will be added to a "running total," or annual score, which will determine option year status. The contract comprises a 3-year base period, and seven 1-year options. If the Contractor does not meet these annual targets the Government may not exercise one or more option years of the contract, starting with the last option year of the contract. The Government will also provide the Contractor with the ability to 'earn back' option years of the contract if it has previously lost them.

F.4.2 Annual Performance Evaluation Criteria

The Annual Scorecard comprises two balanced scorecard components: a 12 month cumulative total score of the monthly scorecard and the average result of the annual customer survey.

F.4.2.1 Customer Survey

An annual customer survey will be distributed on a routine basis to customers representing each Bureau that receives TCE services during a calendar year. The survey will capture the level of customer satisfaction related to security, Contractor responsiveness, and overall TCE operation. An example survey is provided in Section J, Attachment J-6; however, the final survey will be developed and negotiated by the Government and the Contractor following contract award. Each question on the survey will have three adjectival answer choices: Exceeds, Meets, and Does Not Meet Expectations, as defined in Table F-4a, Annual Scorecard Performance Measures.

The Government recognizes that the annual customer survey allows some subjectivity in determining the award or loss of an option year. The intent, however, is to provide a mechanism that ensures customer service and allows the Contractor an opportunity to increase its total annual points, thereby avoiding the loss of option years. If the annual survey identifies gross dissatisfaction with the Contractor's performance, option years may be lost.

F.4.2.2 Annual Performance Measures

Table F-4a, Annual Scorecard Performance Measures, on the following pages identifies the performance measures reflected in the annual scorecard.

responsibilities as the DAR. At contract award, the DAR for each Bureau will be identified in writing.

(b) Service orders for each Bureau will be issued only by the DAR and shall be within the constraints of the funding provided on task orders issued by Bureau Contracting Officers. The DAR will be responsible for inspection and acceptance of the services ordered.

(c) DARs will initiate all Help Desk calls.

G.2.5 Bureau Contracting Officers

Services on TCE will be funded via task orders issued by Contracting Officers within individual Bureaus following the ordering procedures set forth in G.4. No specific delegations are required.

G.3 Contractor Representatives

The Contractor shall identify below a Contract Manager, Program Manager, Security Manager, and Transition Manager who shall have the authority to make contract and technical decisions respectively regarding this contract. These individuals will act for the Contractor for the duration of this contract or until the Contracting Officer has been notified by the Contractor in writing of their replacement. The positions of Program Manager, Security Manager, and Transition Manager are considered to be Key Personnel and will be subject to the provisions of H.6.

G.3.1 Contract Manager

(a) The Contract Manager to be contacted for all contract administration matters is:

Name: _____
Address: _____

Phone No.: _____
Fax No.: _____
E-mail: _____

(b) The Contract Manager shall be responsible for all contract administration issues and shall act as the central point of contact with the Government for all such issues. The Contract Manager shall have full authority to act for the Contractor on all contractual matters.

- a) Provide scope oversight;
- b) Serve as liaison between the Contractor and user Bureaus;
- c) Assist in expediting orders;
- d) Ensure compliance with contract requirements;
- e) Issue the Contracting Officer's final decision and handle all contractual disputes under the Contract Disputes Act;
- f) Place all contract modifications against the Contract.

Unless otherwise delegated, only the designated IRS Contracting Officer, as defined in G.2.1, has oversight of the contract as a whole.

G.8 Remittance Address

The Contractor shall indicate in the space provided below the address where payment should be mailed if different from the Contractor's address: [To be completed at time of contract award]

G.9 Invoicing

The web-based billing systems, as described in C.3.2.4, are intended to provide billing data and insight into service charges, credits, etc. The use of this data and the web-based billing system does not constitute the official monthly invoice.

The Contractor shall adhere to all invoicing processes and requirements as outlined in this Contract.

G.9.1 Invoice Cycle

The Contractor shall bill in arrears on a monthly basis. Each invoice shall reflect all charges from the first through the last day of the billing month and shall not reflect charges for services provided more than one month previous to the billing period. The original paper invoice and a second electronic copy of proper invoices shall be delivered by the tenth day of the month to the addresses [Bureau finance/payment office, Bureau DAR (or TCE COTR) and Bureau Contracting Officer] identified in individual Bureau task orders.

To improve the timeliness of the inspection and acceptance of the delivered goods and/or services and receipt of payment by the Contractor, the Contractor shall submit copies of the invoice, clearly marked as information copies, to the DAR or COTR and the Contracting Officer concurrently.

G.9.2 Invoice Fields

(a) To constitute a proper invoice, all invoices must include summary data as identified in C.3.2.4.5, as well as the following information and documentation:

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO
OFFERORS OR RESPONDENTS**

L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>

L.2 FAR Provisions and Clauses Incorporated by Reference

Clause No.	FAR Clause No.	Title and Date
L.2.1	52.204-6	Data Universal Numbering System (DUNS) Number (OCT 2003) (Ref. 4.603)
L.2.2	52.215-1	Instructions to Offerors –Competitive
L.2.3	52.219-24	Small Disadvantaged Business Participation Program - Targets (OCT 2000) (Ref. 19.1204(a))
L.2.4	52.222-24	Pre Award On-Site Equal Opportunity Compliance Evaluation (FEB 1999) (Ref. 22.810)

L.3 FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a fixed price, IDIQ contract resulting from this solicitation.

L.4 FAR 52.233-2 Service of Protest (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Internal Revenue Service
Don F. Chauncey, Contracting Officer
Constellation Centre, 7th Floor (OS:A:P:I:C)
6009 Oxon Hill Road
Oxon Hill, MD 20745

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 Proposal Schedule

All proposals are due NO LATER THAN 2:00 P.M. Eastern Standard Time on **June 25, 2004**. (CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, notifications and withdrawals of proposals at FAR Clause 52.215-1 Instructions to Offerors—Competitive Acquisition).

If the Offeror elects to forward the offer by means other than U.S. Mail, he assumes the full responsibility of insuring that the offer is received at the place and by the date and time specified in this solicitation. Such proposals must be closed and sealed as if for U.S. Postal mailing.

The Bid/Mail Room (5th Floor) is open from 8:30 A.M. to 4:00 P.M. EST, workdays to accept proposals. Delivery to any other location may result in the late receipt of the proposal in the bid/mail room or possible mishandling and is strongly discouraged.

L.5.1 Communications and Questions

Communications and questions concerning this solicitation or requests for clarification shall be made in writing to the Contracting Officer either electronically as described below or in hardcopy and submitted to the address identified in L.4 above. All requests will be answered electronically and provided to all Offerors on the Internet at <http://www.procurement.irs.treas.gov>.

The table below depicts the dates for communications and questions concerning the RFP:

Topic	Submission Date
Questions	May 18, 2004
Proposals Due	June 25, 2004

As soon as an Offeror is aware of any problems or ambiguities in interpreting the specifications, terms or conditions, instructions or evaluation criteria of this solicitation, the Contracting Officer shall be notified.

Electronic submission of questions and comments shall be submitted via the TCE mailbox at AWSS.TCE@irs.gov. Electronic mail attachments, if included, shall be prepared using Microsoft Office.

When submitting questions and comments, please refer to the specific text of the RFP in the following format:

Subject: RFP No. TIRNO-04-R-00001
Reference: RFP Section ____, Paragraph(s) ____, Page(s) ____.

L.5.2 Delivery of Proposal

The proposal shall be delivered to the Bid/Mailroom, 5th Floor at the address designated in the paragraph (b) below. The outer wrapping of each package/box of the offer shall cite the information shown below. Failure to properly address the outer wrapping correctly may cause an offer to be misdirected.

- (a) Offeror's return address.
- (b) Contracting Officer's address:
Internal Revenue Service
Don F. Chauncey, Contracting Officer
Constellation Centre, 5th Floor (OS:A:P:I:C)
6009 Oxon Hill Road, Room 500
Oxon Hill, MD 20745
- (c) E-Mail: awss.tce@irs.gov
- (d) Solicitation Number: TIRNO-04-R-00001

L.6 Solicitation Copies and Enclosures

An electronic copy of the solicitation and related documents will be available via Internet at: <http://www.procurement.irs.treas.gov> 24 hours a day. The file can then be downloaded in Microsoft Word format. It shall be the responsibility of the firm to reproduce additional copies for its use.

Certain technical exhibits are considered Sensitive But Unclassified and will be made available to approved vendors on www.FedTeds.gov. In addition to the registration required to access FedTeds, offerors are also required to obtain a password from the TCE Contracting Officer. Access will only be granted to prime and major subcontractors. To request a password, please submit requests via email to awss.tce@irs.gov.

L.7 Proposal Preparation Costs

This RFP does not commit the Government to pay any cost for the preparation and submission of a proposal in response to this RFP. The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this procurement.

L.8 Format and Instructions for Proposal Submission-General

Offerors shall examine and follow all instructions. Failure to do so will be at the Offeror's own risk. Proposals shall conform to solicitation provision FAR 52.215-1 Instructions to Offerors - Competitive Acquisition and be prepared in accordance with this section. To aid in the evaluations, proposals shall be clearly and concisely written as well as neat, indexed (cross-indexed as appropriate) and logically assembled. Prospective Offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of this RFP. Extraneous narratives, elaborate brochures, uninformative "PR" material and so forth, shall not

SOLICITATION NO. TIRNO-04-R-00001
PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION M – EVALUATION FACTORS FOR AWARD

Government will make award to the responsible offeror whose offer conforms to the solicitation and is most advantageous to the Government, price and other factors considered. Among those proposals that are eligible for award, the selection decision will be based on the following factors:

A. Non-price factors:

1. Transition
2. Managed Services - Technical Requirements
3. Managed Services - Program-wide Operations and Management
4. Corporate Experience and Past Performance
5. Small Business Participation

Factor 1, Transition is considered more important than the other factors when considered individually. Factors 2 and 3, Managed Services - Technical Approach and Managed Services - Program Operations and Management, respectively, are considered equal in weight. Factors 4 and 5, Past Performance and Small Business Participation are considered equal in weight and are less important than all other factors. The Sub-factors within each Factor are considered to be of equal importance, except where noted.

B. Price

When combined, the non-price factors are approximately equal to cost or price.

The Government is averse to risk. The Government will consider risk in the evaluation of the Managed Services, Business and Pricing proposals.

It is important that the Offeror direct the proposal to the evaluation factors and cover each appropriately in response to the solicitation requirements and in accordance with the instructions in Section L. Accordingly, an award will be made to the responsible and technically acceptable Offeror whose proposal provides the greatest overall benefit to the Government.

Major discriminators described in each proposal will be evaluated qualitatively and categorized as *Outstanding, Better, Acceptable, Marginal or Unacceptable* in relation to the non-price evaluation factors for Factors 1, 2, and 3. A finding of *Unacceptable* of any one factor may result in the entire proposal being found to be unacceptable. Factor 4, *Corporate Experience and Past Performance*, will be evaluated qualitatively and categorized as *Neutral, Outstanding, Better, Satisfactory, or Marginal*. **Factor 5 will be assessed on a pass / fail basis.**

M.3 Evaluation of Proposals

M.3.1 Proposal Preparation Compliance Determination

The Government will review proposals submitted to determine compliance with the proposal preparation instructions. If it is determined that the proposal is substantially not in compliance with the instructions in Section L, the Government may deem that proposal to be unacceptable and it will not be evaluated further. The proposal may be removed from